

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

DOMINIC CASTLEBERRY,

Plaintiff,

v.

CIVIL ACTION NO. 10-11460

DISTRICT JUDGE ROBERT H. CLELAND

MAGISTRATE JUDGE R. STEVEN WHALEN

DAIMLER CHRYSLER TRUCK
FINANCIAL “aka” CHRYSLER
FINANCIAL SERVICES AMERICAS,
LLC,

Defendant.

ORDER REQUIRING SUPPLEMENTAL EXHIBIT

On April 2, 2013, Defendant Daimler Chrysler Truck Financial “aka” Chrysler Financial Services Americas, LLC (“Defendant”) filed a motion for attorney fees and costs pursuant to the terms of Plaintiff Dominic Castleberry’s August, 2007 finance agreement and Fed R. Civ. P. 54(d)(2). *Docket #92*. Defendant submitted an affidavit and exhibits showing invoices for “legal services rendered in pursuing and defending [same] litigation” for \$108,845.77 in attorney fees and \$420.77 in costs.” *Id.*, *Exhibit 1 ¶7*. However, the invoices do not demarcate between work performed defending Plaintiff’s claims (brought under Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §§ 1681e(b), 1681s-2, and Michigan Collection Practices Act (“MCPA”), M.C.L. § 445.251 *et seq.*) and Defendant’s counterclaim for breach of contract.

Within seven days, Defendant will provide this Court with a breakdown of fees and

costs showing the portions attributable to (1) defense of the original claims, and (2) pursuit of the counterclaim for breach of contract.

IT IS SO ORDERED

Dated: September 16, 2013

s/R. Steven Whalen
R. STEVEN WHALEN,
U.S. MAGISTRATE JUDGE

I hereby certify that a copy of the foregoing document was sent to parties of record on September 16, 2013, electronically and/or by U.S. Mail.

s/Michael Williams
Case Manager for the
Honorable R. Steven Whalen